

First Reading: January 2, 2020
Second Reading: dispensed

RESOLUTION 2020 - 2

**A RESOLUTION AUTHORIZING A CONTRACT FOR THE TOWNSHIP
ADMINISTRATOR AND DISPENSING WITH A SECOND READING**

WHEREAS, the Board of Township Trustees of Sycamore Township desires to approve a contract with Ray Warrick for the position of Township Administrator of Sycamore Township;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached contract with Ray Warrick for the position of Township Administrator is hereby authorized and approved and the Township Trustees and Fiscal Officer are directed to execute the contract on behalf of the Board.

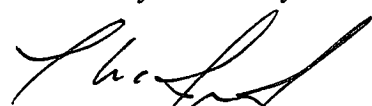
SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

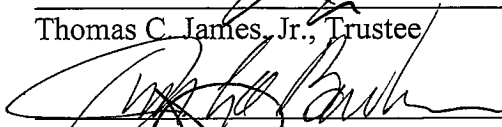
VOTE RECORD:

Mr. James Y Mr. LaBarbara Y Mr. Weidman N

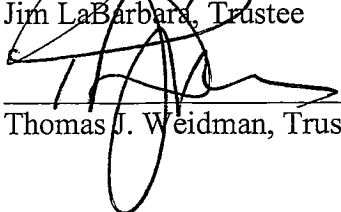
PASSED at a meeting of the Board of Trustees this 2nd day of January 2020.



Thomas C. James, Jr., Trustee



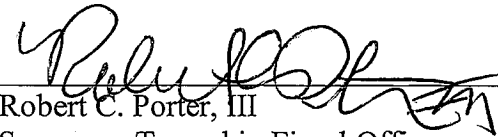
Jim LaBarbara, Trustee



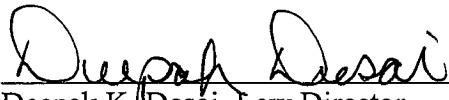
Thomas J. Weidman, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 2nd day of January, 2020.


Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:


Deepak K. Desai, Law Director

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between The Board of Township Trustees of Sycamore Township, Ohio, an Ohio township (the "Board") as authorized by resolution adopted by the Board and Ray Warrick ("Employee").

WHEREAS, the Board desires to hire the Employee as Township Administrator of Sycamore Township, Ohio; and

WHEREAS, the Board and Employee desire to enter into this Agreement to establish the terms and conditions under which Employee will be employed as Township Administrator of Sycamore Township;

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree as follows:

Section 1. Duties

The Board hereby employs the Employee as Township Administrator of Sycamore Township to perform the functions and duties specified in Sections 505.031 and 505.032 of the Ohio Revised Code, and as modified by the job description for the position, and to perform all other legally permissible and proper duties and functions as assigned by the Board shall from time to time. The Employee is generally expected to maintain office hours from 8:00am to 4:30pm, Monday through Friday. The Employee may vary the work hours at his discretion, but it is generally expected that the normal workweek shall be a minimum of 40 hours averaged during the calendar year. The Employee is normally expected to attend all meetings of the Board of Trustees. In addition to the duties listed in Section 505.032 of the Revised Code, the Township Administrator's additional duties shall include:

- (a) Cooperating with the Fiscal Officer in advising the Board on the financial conditions of the Township, and in preparing and submitting the Township budget for each fiscal year;
- (b) Executing contracts for public improvements, goods and services, as directed by the Board;
- (c) Directing and working with such attorneys as are appointed by the Board; and
- (d) Ensuring, insofar as possible, compliance with the notice provisions of Section 121.22 of the Revised Code.

Section 2. Term

The term of this agreement shall begin on January 2, 2020 and shall remain in effect until December 31, 2021 (the "Termination Date") unless sooner terminated pursuant to Section 3 of this Agreement. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2021, they shall exercise reasonable efforts to discuss terms during the period beginning ninety (90) days prior to the Termination Date (Employee shall be responsible for notifying the Board of this date within thirty (30) days prior thereto), and enter into a revised agreement consistent with such discussions. Should there be no agreement between the parties to renew or enter into a new employment agreement on or before the Termination Date, then Employee's employment with the Township will end on the Termination Date and Employee

shall be entitled to the severance compensation (salary and benefits) set forth in Section 3A. as if he were terminated without cause. Such Severance Compensation as hereinafter defined shall commence on January 1, 2022.

Section 3. Termination and Severance Pay

- A. In the event Employee is terminated by the Board before the expiration of the term of this agreement without just cause, and during that time Employee is willing and able to perform his duties under this Agreement, the Board shall continue to pay Employee's salary for a period of four (4) months after the date of termination (the "Severance Period") and shall continue Employee's then current health insurance coverage for a period of four (4) months. In the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the Township health insurance plan, then Employer shall pay to Employee, for a period of four (4) months, the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee and Employee's family, if applicable, as provided under the then current township health insurance plan. In addition, the Board shall pay the cash value of any accrued vacation time. All of the above shall hereinafter be referred to as the Severance Compensation. The parties agree that this Severance Compensation shall constitute Employee's sole and exclusive remedy for termination without just cause
- B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the Severance Compensation set forth in Section 3A.
- C. In the event the Board, at any time during the term of this Agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting Employee herein, or Employee resigns following a written request by the Board that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated without just cause" as of the date of such reduction, refusal to comply, or written request and Employee shall be entitled to the Severance Compensation as set forth in Section 3A. as if he were terminated without cause. For the purposes of this paragraph, the Board's failure to grant Employee a raise equivalent to that given any or all other Township Employees shall not be deemed a "reduction" as provided herein.
- D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board thirty (30) days notice in advance, unless the parties agree otherwise in writing. In the event the Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3A hereof.
- E. For the purposes of Section 3. hereof, "just cause" shall mean the following:
 - (a) The Employee is convicted of a felony;
 - (b) The Employee has failed or neglected to carry out his duties hereunder in any

material and significant respect, or has been guilty of misfeasance, malfeasance, or nonfeasance in office for a period of thirty (30) days after written notice to him from the Board specifying the nature of such failure, neglect, misfeasance, malfeasance, or nonfeasance in office, unless such misfeasance, malfeasance, or nonfeasance is so egregious or of such a nature that it is of a criminal nature or it cannot be corrected.

- F. If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of eight successive weeks beyond any accrued sick leave and vacation time, the Board shall have the option to terminate this Agreement, and Employee shall receive the Severance Compensation set forth under Paragraph 3A. above.

Section 4. Compensation

Beginning January 2, 2020, the Board agrees to pay Employee for his services rendered pursuant hereto at an annual rate of \$116,700.00 payable on a bi-weekly basis at the same time as other employees of the Board are paid. Said compensation shall be increased to the sum of \$120,200.00 per annum effective January 1, 2021, Thereafter, compensation shall be reviewed as part of the contract negotiations set forth in Section 2. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time. The salary shall be subject to required state and federal withholdings, and such additional holdings as may from time to time be requested in writing by the Township Administrator.

The Employee at his option will be provided with a Township vehicle to be supplied by the Board including any necessary fuel, maintenance, and insurance expenses. By mutual agreement of the Board and Employee, the Board may pay an automobile stipend in the amount of \$550 per month to be treated as a fringe benefit. In addition, if the Township Administrator presents to the Fiscal Officer in a timely manner as determined by the Fiscal Officer a record of his use of the private vehicle for official Township business taking him outside the Township, he will be reimbursed for gas/oil and wear and tear at the Federal reimbursement rate established by the Internal Revenue Service, as from time to time adjusted. Reimbursement for other modes of travel shall follow Board policy and practices as from time to time amended.

During the Term, the Board may pay for such dues, subscriptions, tuition, seminar and convention fees, and related travel, lodging and meals as the Board determines are reasonably necessary and desirable to preserve and enhance Employee's professional knowledge and skills as such. Employee shall provide to the Board prior written requests for such payment, setting forth the justification therefore.

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, and vacation, as provided in the Sycamore Township Employee Personnel Manual. However, the Employee will not participate in the sick leave and personal leave plans, and the accrual of hours described in these plans, as provided in the Sycamore Township Employee Personnel Manual. Employee shall qualify for two hundred (200) hours of vacation upon the execution of this agreement and shall qualify for two hundred (200) hours on each subsequent January 1st.

Carry over and/or payment of unused vacation time is at the discretion of the Trustees. In addition to the benefits set out in this paragraph, Employee shall be entitled to additional benefits set out below:

The Employee shall be reimbursed for the monthly service of a cell phone at a rate established for other employees, currently \$65.64 per month and as amended from time to time. l

The Employee shall be provided with a laptop or other portable computer suitable for Township business off premises.

Section 6. Indemnification

The Board shall defend, save harmless and indemnify the Township Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his-duties as such, and will compromise and settle any such claim or action and pay or cause to be paid the amount of any settlement or judgment rendered thereon, provided, however, that this paragraph shall not apply to any criminal proceeding in which the Township Administrator is convicted of any crime, and the Board's liability under this paragraph shall not exceed such coverage as may from time to time be provided under the applicable insurance policy or policies, insurance pool or other insurance arrangement from time to time in force and to the extent of such coverage.

Section 7. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.


Section 8. Severability

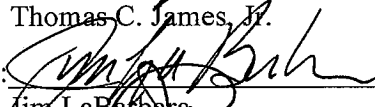
If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

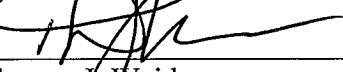
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IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates set forth below.

THE BOARD OF TOWNSHIP TRUSTEES
OF SYCAMORE TOWNSHIP, OHIO

By: 
Thomas C. James, Jr.

By: 
Jim LaBarbara

By: 
Thomas J. Weidman

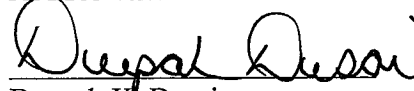
By: 
Robert C. Porter III, Fiscal Officer

Date: 1/2/20


Ray Warrick

Date: 1/2/2020


APPROVED AS TO FORM:


Deepak K. Desai
Law Director

FISCAL OFFICER'S CERTIFICATE

O.R.C. Section 5705.41(D)(1)

It is hereby certified that the amount required to meet the obligation under this attached contract, agreement, order, statement of work, or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.


Robert C. Porter, III, Fiscal Officer